

EXHIBIT 1

DEFENDANTS RESPONSE TO PLAINTIFF'S MOTION TO COMPEL

Business Auto Declarations**ace usa**

☐ Bankers Standard Insurance Company
1601 Chestnut Street, P. O. Box 41484
Philadelphia, Pennsylvania 19101-1484

☐ Century Indemnity Company
1601 Chestnut Street, P. O. Box 41484
Philadelphia, Pennsylvania 19101-1484

☐ ACE Fire Underwriters Insurance Company
1601 Chestnut Street, P. O. Box 41484
Philadelphia, Pennsylvania 19101-1484

☐ ACE Indemnity Insurance Company
1601 Chestnut Street, P. O. Box 41484
Philadelphia, Pennsylvania 19101-1484

☐ Pacific Employers Insurance Company
1601 Chestnut Street, P. O. Box 41484
Philadelphia, Pennsylvania 19101-1484

☒ ACE American Insurance Company
1601 Chestnut Street, P. O. Box 41484
Philadelphia, Pennsylvania 19101-1484

☐ ACE Property and Casualty Insurance Company
1601 Chestnut Street, P. O. Box 41484
Philadelphia, Pennsylvania 19101-1484

☐ Indemnity Insurance Company of North America
1601 Chestnut Street, P. O. Box 41484
Philadelphia, Pennsylvania 19101-1484

☐ Insurance Company of North America
1601 Chestnut Street, P. O. Box 41484
Philadelphia, Pennsylvania 19101-1484

☐ Westchester Fire Insurance Company
1133 Avenue of the Americas, 32nd floor
New York, NY 10036

POLICY NO. ISA H07934312

ITEM ONE**NAMED INSURED AND ADDRESS**

Allied Automotive Group, Inc.
160 Clairemont Avenue, Suite 200
Decatur, GA 30030

PRIOR POLICY NO. OR NEW: New

PRODUCER CODE: 273183 COMM: Nil

USI of Georgia, Inc.
3575 Habersham at Northlake, Bldg. L.
Tucker, GA 30084

MARKETING OFFICE: 5DN

MARKET HAZARD CODE: 3

PIIC CODE: 4213 INDUSTRY CODE: H1

POLICY PERIOD: From 03/01/2003 to 08/01/2003 at
12:01 A.M. Standard Time at your mailing address shown above. *01/01/04 via edit - #24*

AUDIT PERIOD: Annual, unless otherwise stated: ☐ Semi-annual; ☐ Quarterly; ☐ _____;
☐ Not Subject

FORM OF BUSINESS: ☒ CORPORATION ☐ INDIVIDUAL ☐ LIMITED LIABILITY COMPANY
☐ PARTNERSHIP ☐ OTHER _____

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable: \$ 118,200. at inception.

ENDORSEMENTS ATTACHED TO THIS POLICY: IL 00 21 - Broad Form Nuclear Exclusion (Not Applicable in New York)

See Schedule of Forms and Endorsements

BUSINESS AUTO DECLARATIONS (Continued)**ITEM TWO****SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTO Section of the Truckers Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	\$ 2,000,000	\$ 118,200 *
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)	5	SEPARATELY STATED IN EACH PIP ENDORSE- MENT MINUS \$ Statutory Ded	\$ Included
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED PIP ENDORSEMENT	\$
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSE- MENT MINUS \$ Ded FOR EACH ACCIDENT	\$
AUTO MEDICAL PAYMENTS	3	\$ 5,000	\$ Included
UNINSURED MOTORISTS	6	\$ Financial Responsibility ** 6	\$ Included
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	6	\$ Financial Responsibility ** 6	\$ Included
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS \$ Ded. FOR EACH COVERED AUTO. BUT NO DEDUCT- IBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR for hired or borrowed "autos."	\$
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS \$25 Ded. FOR EACH COVERED AUTO. FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR for hired or borrowed "autos."	\$
PHYSICAL DAMAGE COLLISION COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS \$ Ded. FOR EACH COVERED AUTO. See ITEM FOUR for hired or borrowed "autos."	\$
PHYSICAL DAMAGE TOWING AND LABOR (Not Available in California)		\$ for each disablement of a private passenger auto	\$
**See Min. Financial Responsibility Endorsement #6 * Premium includes MI Catastrophic Claims Assoc. Surcharge Auto covered under MI No-Fault Law		PREMIUM FOR ENDORSEMENTS	\$ Included
		ESTIMATED TOTAL PREMIUM	\$ 118,200 *

SCHEDULE OF NAMED INSURED

Named Insured Allied Holdings, Inc.			Endorsement Number 1
Policy Symbol ISA	Policy Number H07934312	Policy Period 03/01/2003 to 08/01/2003	Effective Date of Endorsement 03/01/2003
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The Named Insured shown in the Declarations is amended to read as follows:

Allied Automotive Group, Inc.
Allied Systems, Ltd. (GA)
Allied, Inc.
Allied Freight Brokers, Inc. (VA)
Automotive Transport Services, Inc. (GA)
B&C, Inc.
Commercial Carriers, Inc. (MI)
F.J. Boutell Driveaway Company, Inc. (MI)
Innovative Car Carriers, Inc. (GA)
Inter Mobile, Inc.
Legion Transportation, Inc.
QAT, Inc. (MI)
RMX, Inc.
Ryder Automotive Operations, Inc.
Ryder Freight Broker, Inc. (MI)
Transport Support, Inc.
Ryder Automotive Carrier Services, Inc.

any organization other than a partnership or joint venture, and over which you currently maintain ownership or majority interest provided there is no other similar insurance available to that organization

and any other organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, provided:

- a) there is no other similar insurance available to that organization; and
- b) you notify us of such acquisition not later than 60 days after the end of the policy period.

As respects newly acquired or formed organizations, coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past joint venture that is not shown as a Named Insured on this schedule.

Authorized Agent

BUSINESS AUTO DECLARATIONS (Continued)**MOTOR CARRIER DECLARATIONS (Continued)****TRUCKERS DECLARATIONS – (Continued)****ITEM THREE****SCHEDULE OF COVERED AUTOS YOU OWN (Description - Classification)**

DESCRIPTION				TERRITORY
Covered Auto No.	Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN)	PURCHASED		Town & State Where the Covered Auto will be principally garaged
		Original Cost New	Actual Cost & NEW (N) USED (U)	
	Per Schedule on File with Company			

Covered Auto No.	CLASSIFICATION							Except for towing, all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.	
	Radius of Operation	Business use s = service r= retail c= commercial	Size GWW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor		Code
					Liab.	Phy. Dam.			

BUSINESS AUTO DECLARATIONS - (Continued)**MOTOR CARRIER DECLARATIONS - (Continued)****TRUCKERS DECLARATIONS - (Continued)****ITEM THREE (Continued)****SCHEDULE OF COVERED AUTOS YOU OWN (Coverages)**

Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLE (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)						
	LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROP. PROT. (Mich. only)	
	Limit	Premium	Limit stated in each P.I.P. End. minus deductible shown below	Premium	Limit stated in each Added P.I.P. End. Premium	Limit stated in P.P.I. End. minus deductible shown below.	Premium
			Included in Composite Rate				
Total Premium		\$		\$	\$		\$

Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLE (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)					
	AUTO. MED PAY		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS	
	Limit	Premium	Limit	Premium	Limit	Premium
Total Premium		\$		\$		\$

Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLE (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)						
	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS	COLLISION		TOWING & LABOR	
	Limit stated in ITEM TWO minus deductible shown below	Premium	Limit stated in ITEM TWO Premium	Limit stated in ITEM TWO minus deductible shown below	Premium	Limit Per Disablement	Premium
Total Premium		\$	\$		\$		\$

Policy No. ISA H07934312

BUSINESS AUTO DECLARATIONS – (CONTINUED)**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.****LIABILITY COVERAGE – RATING BASIS, COST OF HIRE**

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If liab. Cov. Is primary)	PREMIUM
Various	If Any			Included
			TOTAL PREMIUM	\$ Included

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE. COST OF REPAIRS OR \$ WHICHEVER IS LESS. MINUS \$ Ded. FOR EACH COVERED AUTO. BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.			
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE. COST OF REPAIRS OR \$ WHICHEVER IS LESS. MINUS \$25 Ded. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.			
COLLISION	ACTUAL CASH VALUE. COST OF REPAIRS OR \$ WHICHEVER IS LESS. MINUS \$ Ded. FOR EACH COVERED AUTO.			
		TOTAL PREMIUM	\$	

BUSINESS AUTO DECLARATIONS (Continued)**ITEM FIVE****SCHEDULE FOR NON-OWNERSHIP LIABILITY**

Named Insured's Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees	1000 +	\$ Included
	Number of Partners		\$
Social Service Agency	Number of Employees		\$
	Number of Volunteers		\$
			\$ Included

ITEM SIX**SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS – LIABILITY COVERAGE - PUBLIC AUTO OR LEASING RENTAL CONCERNS**

Estimated Yearly <input type="checkbox"/> Gross Receipts <input type="checkbox"/> Mileage <input type="checkbox"/> Number of Autos	RATES		PREMIUMS	
	<input type="checkbox"/> Per \$100 of Gross Receipts <input type="checkbox"/> Per Mile <input type="checkbox"/> Per Auto Per Month			
	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS
		TOTAL PREMIUMS		
		MINIMUM PREMIUMS		

When used as a premium basis:

FOR PUBLIC AUTOS

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period:

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured Allied Automotive Group, Inc.			Endorsement Number (Page 1 of 1)
Policy Symbol ISA	Policy Number H07934312	Policy Period 03/01/2003 to 08/01/2003	Effective Date of Endorsement 03/01/2003
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

SCHEDULE OF COVERAGE FORMS

IL00171198 Common Policy Conditions
CA00010797 Business Auto Coverage Form

SCHEDULE OF ENDORSEMENTS

Endt. No.	Form No.	Description
1.	CC1E15	Schedule of Named Insureds
2.	LC578D	Interim Premium Payment Endorsement
3.	CC1E15A	Composite Rate Endorsement
4.	DA6U67a	Deductible Endorsement (ALAE PRORATED)
5.	CC1E15	Cancellation By Us
6.	CC1E15	Limits of Insurance - Uninsured Motorists
7.	CC1E15	Unintentional Errors & Omissions
8.	CC1E15	Blanket Additional Insureds - Where Required by Contract
9.	DA8930A	Fellow Employee Coverage
10.	DA9U74	Additional Insured - Designated Persons Or Organizations
11.	DA5X68	Knowledge Of An Accident
12.	MC1632a	Form F - Uniform Motor Carrier Bodily Injury And Property Damage Liability Insurance Endorsement
13.	MCS901099	Endorsement For Motor Carrier Policies Of Insurance For Public Liability
14.	IL00210498	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
15.	CA00220299	Changes In Commercial Auto Coverage Forms
16.	CA20010299	Additional Insured - Lessor
17.	CA99030797	Auto Medical Payments Coverage
18.	CA99100797	Drive Other Car Coverage - Broadened Coverage For Named Individual
19.	CA99481001	Pollution Liability - Broadened Coverage For Covered Autos - Business Auto, Motor Carrier and Truckers Coverage Forms
20.	CA00381202	War Exclusion
21.	TRIA11	Policyholder Disclosure Notice of Terrorism Insurance Coverage
22.	CA01091097	Georgia Changes
23.	IL02620702	Georgia Changes - Cancellation and Nonrenewal

Authorized Agent

POLICY NUMBER: ISA H07934312

IL 00 17 11 98

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

POLICY NUMBER: ISA H07934312

COMMERCIAL AUTO
CA 00 01 07 97**BUSINESS AUTO COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;

- (5) Mischief or vandalism; or

- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension

We will pay up to \$15 per day to a maximum of \$450 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand or order; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured";
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

F. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

G. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

INTERIM PREMIUM PAYMENT ENDORSEMENT

Named Insured Allied Automotive Group, Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H07934312	Policy Period 03/01/2003 to 08/01/2003	Effective Date of Endorsement 03/01/2003
Issued By (Name of Insurance Company) ACE American Insurance Company			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

It is hereby agreed that the estimated annual premium for the policy is payable as follows:

Deposit Premium \$ 59,100

Interim Premiums \$59,100 Date Payable 04/01/2003

Total Estimated Premium \$ 118,200

It is further agreed that the deposit premium shall be paid upon delivery of the policy and the interim premiums on the indicated dates. Upon expiration of the policy the earned premium shall be computed in accordance with the basis of premium as specified in the policy and the deposit premium and interim premiums shall be credited thereto. If the earned premium exceeds the deposit premium plus the interim premiums, the insured shall immediately pay to the company the additional earned premium; if it be less, the company shall return the difference to the insured but shall, in any event, retain the minimum premium stated in the declarations.

Authorized Agent

COMPOSITE RATE ENDORSEMENT

Named Insured Allied Automotive Group, Inc.			Endorsement Number 3
Policy Symbol ISA	Policy Number H07934312	Policy Period 03/01/2003 to 08/01/2003	Effective Date of Endorsement 03/01/2003
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Paragraph a. of Condition B.6. PREMIUM AUDIT, is replaced by the following:

- a. We will compute all premiums for this Coverage Form accordance with the schedule shown below.

SCHEDULE

Exposure Basis	Calculated Mileage	Rate per \$1,000	Deposit * Premium
	194,513,010	\$.6077	\$118,200
Michigan Catastrophic Claims Association Surcharge			Included
Total			\$118,200 *

* Subject to a minimum premium of \$118,200

Authorized Agent

DEDUCTIBLE ENDORSEMENT (ALAE PRORATED)

Named Insured Allied Automotive Group, Inc.			Endorsement Number 4
Policy Symbol ISA	Policy Number H07934312	Policy Period 03/01/2003 to 08/01/2003	Effective Date of Endorsement 03/01/2003
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE	
Deductible Per Accident	\$ <u>2,000,000</u>
Claims Service Organization	<u>USI of Georgia, Inc.</u>

1. Our obligation to pay damages under this policy applies only to the amount of "losses" in excess of the Deductible amounts stated in the Schedule above. The Limits of Insurance will be reduced by the amount of "losses" included in the Deductible.

The Deductible Per Accident shall apply separately as follows:
 - a. To all "losses" under the Liability coverage provided by this policy;
 - b. To all "losses" under the Uninsured Motorists or Underinsured Motorists coverage provided by this policy; and
 - c. To all "losses" under the Personal Injury Protection and Added Personal Injury Protection (or equivalent No Fault and added No Fault) coverage or Medical Payments provided by this policy.
2. You and we mutually agree that the Claim Service Organization shown in the Schedule will provide investigation, administration, adjustment, and settlement services, and will provide for the defense of all claims or "suits" arising under this policy. Accordingly, you agree with us that we shall have no duty to defend any such "suit", nor to pay any "allocated loss adjustment expense" with respect to such claim or "suit" except as provided in paragraph 4 below.
3. You will pay all sums the "insured" becomes legally obligated to pay within the Deductible Per Accident.
4. All "allocated loss expense" shall be apportioned between you and us as follows:
 - a. If the amount of the judgment or settlement exceeds the amount of the Deductible Per Accident, all such "allocated loss expense" shall be borne by you and us in the same proportion as your and our respective obligations under this policy for payment of the judgment or settlement.
 - b. If the amount of the judgment or settlement does not exceed the amount of the Deductible Per Accident, or if the claim or "suit" is settled without payment of damages, the amount of such "allocated loss adjustment expense" shall be borne solely by you.
5. We will have the right at our sole discretion:
 - a. To pay any damages under this policy within the Deductible Per Accident should you fail to pay any final judgment against or settlement entered into by an "insured".
 - b. To pay any amounts within the Deductible Per Accident to settle any claim or "suit".
 - c. To assume the defense and control of any claim or "suit" seeking payment of damages under this policy that we believe will exceed the Deductible Per Accident.

CANCELLATION BY US

Named Insured Allied Automotive Group, Inc.			Endorsement Number 5
Policy Symbol ISA	Policy Number H07934312	Policy Period 03/01/2003 to 08/01/2003	Effective Date of Endorsement 03/01/2003
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Paragraph A.2. of CANCELLATION (Common Policy Conditions) is replaced by the following:

- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:**
 - a. 10 days before the effective date of cancellation or non-renewal if we cancel for nonpayment of premium; or**
 - b. 90 days before the effective date of cancellation or non-renewal if we cancel or non-renew for any other reason.**

Authorized Agent

LIMITS OF INSURANCE - UNINSURED MOTORISTS

Named Insured			Allied Automotive Group, Inc.		Endorsement Number	6
Policy Symbol	Policy Number	Policy Period			Effective Date of Endorsement	
ISA	H07934312	03/01/2003 to 08/01/2003			03/01/2003	
Issued By (Name of Insurance Company)						
ACE American Insurance Company						

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Item 2 of the Declarations is amended to show the following Limit of Liability for Uninsured Motorists Coverage, and for Underinsured Motorists, (when not included in Uninsured Motorists Coverage):

<u>LIMIT</u>	<u>APPLIED TO COVERED AUTOS PRINCIPALLY GARAGED:</u>
\$ 35,000	New Jersey
\$ 40,000	Connecticut, Illinois, Massachusetts, South Carolina
\$ 50,000	Kansas, Minnesota, Missouri, Nebraska, New York, North Dakota, Wisconsin
\$ 55,000	District of Columbia, Maryland
\$ 70,000	Virginia
\$100,000	Maine

Authorized Agent

UNINTENTIONAL ERRORS & OMISSIONS

Named Insured Allied Automotive Group, Inc.			Endorsement Number 7
Policy Symbol ISA	Policy Number H07934312	Policy Period 03/01/2003 to 08/01/2003	Effective Date of Endorsement 03/01/2003
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is added to the CONCEALMENT, MISREPRESENTATION OR FRAUD Condition:

Your failure to disclose all hazards existing as of the inception date of this Coverage Form will not prejudice you with respect to the coverage afforded if the failure is unintentional.

Authorized Agent

BLANKET ADDITIONAL INSURED - WHERE REQUIRED BY CONTRACT

Named Insured Allied Automotive Group, Inc.			Endorsement Number 8
Policy Symbol ISA	Policy Number H07934312	Policy Period 03/01/2003 to 08/01/2003	Effective Date of Endorsement 03/01/2003
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

It is hereby agreed that the definition of "insured" is amended to include any person, organization, trustee or estate to whom you are obligated by virtue of a written contract or agreement to provide coverage such as is afforded by this policy, but only in respect to operations by you or on your behalf or in respect to facilities owned or used by you.

Authorized Agent

FELLOW EMPLOYEE COVERAGE

Named Insured Allied Automotive Group, Inc.			Endorsement Number 9
Policy Symbol ISA	Policy Number H07934312	Policy Period 03/01/2003 to 08/01/2003	Effective Date of Endorsement 03/01/2003
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM**

Section II - LIABILITY COVERAGE is changed as follows:

The Fellow Employee Exclusion does not apply to any employee of the insured.

Authorized Agent

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Allied Automotive Group, Inc.			Endorsement Number 10
Policy Symbol ISA	Policy Number H07934312	Policy Period 03/01/2003 to 08/01/2003	Effective Date of Endorsement 03/01/2003
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO POLICY
TRUCKERS POLICY
GARAGE POLICY**

Additional Insured(s): Automatic where required by written contract executed prior to loss.

- A. For a covered "auto," Who Is Insured is changed to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your employees or agents.
 3. Any person operating a covered "auto" with permission from You, any of your employees or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Agent

KNOWLEDGE OF AN ACCIDENT

Named Insured Allied Automotive Group, Inc.			Endorsement Number 11
Policy Symbol ISA	Policy Number H07934312	Policy Period 03/01/2003 TO 08/01/2003	Effective Date of Endorsement 03/01/2003
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
GARAGE COVERAGE FORM**

The following is added to Condition A.2. Duties in the Event of Accident, Claim, Suit or Loss:

- d. Knowledge of an accident by any of your agents, servants or employees shall not constitute knowledge by you unless one of your executive officers or anyone responsible for administering your insurance program has received notice from the agent, servant or employee.

Authorized Agent

POLICY NUMBER: ISA H0793 12

ENDT. #12

FORM F
UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY
INSURANCE ENDORSEMENT

It is agreed that:

1. The certification of the policy, as proof of financial responsibility under the provisions of any State motor carrier law or regulations promulgated by any State Commission having jurisdiction with respect thereto, amends the policy to provide insurance for automobile bodily injury and property damage liability in accordance with the provisions of such law or regulations to the extent of the coverage and limits of liability required thereby; provided only that the insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except by reason of the obligation assumed in making such certification.
2. The Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance has been filed with the State Commissions indicated on the reverse side hereof.
3. This endorsement may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the company or the insured giving thirty (30) days' notice in writing to the State Commission with which such certificate has been filed, such thirty (30) days' notice to commence to run from the date the notice is actually received in the office of such Commission.

Attached to and forming part of policy No. ISA H07934312issued by ACE American Insurance Company, herein calledCompany, of 1601 Chesnut Street, Philadelphia, PA 19101to Allied Automotive Group, Inc. of 160 Clairemont Ave., Suite 200, Decatur, GA 30030Dated at Wilmington, DE this 6th day of June 20 03

Countersigned by _____

Authorized Representative

FORM MCS 90
(ED. 10-99)

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Form Approved
OMB No. 2125-0074

Issued to Allied Automotive Group, Inc. of 160 Clairemont Ave., Suite 200, Decatur, GA 30030

Dated at Wilmington, DE 19803 this 5th day of June, 2003

Amending Policy No. ISA H07934312 Effective Date 03/01/2003

Name of Insurance Company ACE American Insurance Company

Telephone Number (678) 795-4311 Countersigned by _____
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "☒ " for the limits shown:

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 2,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Highway Administration FHWA or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental

discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final

judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE. The limits shown in this schedule are for information purposes only.

POLICY NUMBER: ISA H07934312

ENDT. #14
INTERLINE
IL 00 21 04 98**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NUCLEAR ENERGY LIABILITY EXCLUSION
ENDORSEMENT**
(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
 COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 PROFESSIONAL LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
 TRANSPORTATION
 UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

POLICY NUMBER: ISA H07934312

ENDT. #15
COMMERCIAL AUTO
CA 00 22 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN COMMERCIAL AUTO COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SECTION I – LOSS OF USE

Changes In Physical Damage Coverage

Coverage Extension under Physical Damage Coverage is replaced by the following:

Coverage Extensions

A. Transportation Expenses

We will pay up to \$15 per day to a maximum of \$450 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

B. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

1. Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
3. Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$15 per day, to a maximum of \$450.

SECTION II – LIMITED WORLDWIDE COVERAGE FOR HIRED AUTOS

Paragraph 7. **Policy Period, Coverage Territory** of the **General Conditions** is amended by the addition of the following:

The coverage territory is extended to anywhere in the world if:

- a. A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- b. The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

SECTION III – CHANGES IN DEFINITIONS

- A. The definition of "insured contract" contained in **Section V – Definitions** of the Business Auto Coverage Form and **Section VI – Definitions** of the Motor Carrier and Truckers Coverage Forms is replaced by the following:

"Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

POLICY NUMBER: ISA H07 4312

ENDT. #16
COMMERCIAL AUTO
CA 20 01 02 99**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY****ADDITIONAL INSURED – LESSOR**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03/01/2003	Countersigned by: (Authorized Representative)
Named Insured: Allied Automotive Group, Inc.	

SCHEDULE

Insurance Company: ACE American Insurance Company
Policy Number: ISA H07934312
Effective Date: 03/01/2003
Expiration Date: 08/01/2003
Named Insured: Allied Automotive Group, Inc.
Address: 160 Clairemont Avenue, Suite 200, Decatur, GA 30030
Additional Insured (Lessor):
Address:
Designation or Description of "Leased Autos":

Coverages	Limit of Insurance
Liability	\$ 2,000,000 Each "Accident"
Personal Injury Protection (or equivalent no-fault coverage)	\$ Statutory
Comprehensive	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For each Covered "Leased Auto"
Collision	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For each Covered "Leased Auto"
Specified Causes of Loss	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered "Leased Auto"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

POLICY NUMBER: ISA H07934312

ENDT. #17
COMMERCIAL AUTO
CA 99 03 07 97**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****AUTO MEDICAL PAYMENTS COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".

4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.

6. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRIVE OTHER CAR COVERAGE – BROADENED COVERAGE FOR NAMED INDIVIDUAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03/01/2003	Countersigned By:
Named Insured: Allied Automotive Group, Inc.	(Authorized Representative)

SCHEDULE

Name Of Individual	Liability		Auto Medical Payments	
	Limit	Premium	Limit	Premium
Any employee furnished a company auto for personal use who does not own an auto	\$2,000,000	Included		

Name Of Individual	Uninsured Motorists		Underinsured Motorists		Physical Damage	
	Limit	Premium	Limit	Premium	Comp.	Coll.
Any employee furnished a company auto for personal use who does not own an auto	Min. Fin. Resp. Limit	Included	Min. Fin. Resp. Limit	Included		

Note – When uninsured motorists is provided at limits higher than the basic limits required by a financial responsibility law, underinsured motorists is included, unless otherwise noted. If underinsured motorists coverage is provided as a separate coverage, make appropriate entry in the Schedule above.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

POLICY NUMBER: ISA H07934312

ENDT. #19

COMMERCIAL AUTO
CA 99 48 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. Exclusion **B.6.** Care, Custody Or Control does not apply.

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

POLICY NUMBER: ISA H07934312

ENDT. #20

COMMERCIAL AUTO
CA 00 38 12 02**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAR EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

The War exclusion under Paragraph **B. Exclusions of Section II – Liability Coverage** is replaced by the following:

WAR

"Bodily injury", "property damage" or "covered pollution cost or expense" arising directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. Changes In Garagekeepers Coverage

If the Garagekeepers Coverage endorsement or the Garagekeepers Coverage – Customers' Sound Receiving Equipment endorsement is attached, the following exclusion is added:

We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

WAR

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Changes In Auto Medical Payments

If the Auto Medical Payments Coverage endorsement is attached, then Exclusion C.6. is replaced by the following:

6. "Bodily injury", arising directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Changes In Uninsured/Underinsured Motorists Coverage

If Uninsured and/or Underinsured Motorists Coverage is attached, then the following exclusion is added:

This insurance does not apply to:

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Named Insured Allied Automotive Group, Inc.			Endorsement Number 21
Policy Symbol ISA	Policy Number H07934312	Policy Period 03/01/2003 to 08/01/2003	Effective Date of Endorsement 03/01/2003
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

You should be aware that under the Terrorism Risk Insurance Act of 2002 ("The Act") effective November 26, 2002, any losses caused by certified acts of terrorism under your existing coverage may be partially reimbursed by the United States under a formula established by federal law (applicability is subject to the terms and conditions of each individual policy). The Act was specifically designed to address the ability of businesses and individuals to obtain property and casualty insurance for terrorism and to protect consumers by addressing market disruptions and ensure the continued availability of terrorism coverage.

Under the terms of The Act, you may now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Responsibility for Compensation under The Act is shared between insurance companies covered by The Act and the United States. Under the formula set forth in The Act, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible, which is paid by the insurance company providing the coverage.

We are providing you with the terrorism coverage required by The Act. The premium for the coverage is set forth below.

Terrorism Risk Insurance Act premium: \$ 2,867 .

Authorized Agent

POLICY NUMBER: ISA H07934312

ENDT. #22
COMMERCIAL AUTO
CA 01 09 10 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or garage operations conducted in, Georgia, the policy is changed as follows:

A. Changes In Liability Coverage

1. Liability Coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".
2. If you are a retail seller of "autos", the insurance is excess for an "auto" you own if operated by an "insured" other than you or your "employee".
3. The **Expected Or Intended Injury Exclusion** is replaced by the following:

This insurance does not apply to "bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

However, this exclusion does not apply for coverage up to the minimum limit specified by the Georgia Motor Vehicle Safety Responsibility Act.

B. Changes In Physical Damage Coverage

1. If collision coverage is provided, the collision coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".
2. If you are a retail seller of "autos", the collision insurance is excess for an "auto" you own if operated by an "insured" other than you or your "employee".

C. Paragraph A.6. of the Cancellation Common Policy Condition is replaced by the following:

If notice is mailed, a receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service shall be sufficient proof of notice.

D. Paragraph 2.a. of Duties In The Event Of Accident, Claim, Suit Or Loss is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", we or our representative must receive prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

The requirement for giving notice of a claim, if not satisfied by the "insured" within 30 days of the date of the "accident", may be satisfied by an injured third party who, as the result of such "accident", has a claim against the "insured". However, in this event, notice of a claim given by an injured third party must be mailed to us.

E. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:**CONCEALMENT, MISREPRESENTATION OR FRAUD**

We will not pay for any "loss" or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud committed by you or any other "insured", at any time, and relating to coverage under this policy.

POLICY NUMBER: ISA H07934312

ENDT. #23

IL 02 62 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GEORGIA CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph A.1. of the CANCELLATION Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:

a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.

b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1) 10 days from the date of mailing or delivering our notice, or
- (2) The effective date of cancellation stated in the first Named Insured's notice to us.

B. Paragraph A.5. of the CANCELLATION Common Policy Condition is replaced by the following:

5. Premium Refund

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. If we cancel, the refund will be pro rata, except as provided in c. below.
- c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- d. If the first Named Insured cancels, the refund may be less than pro rata.

EXTENSION ENDORSEMENT

Named Insured Allied Automotive Group, Inc.			Endorsement Number 24
Policy Symbol ISA	Policy Number H07934312	Policy Period 03/01/2003 to 08/01/2003	Effective Date of Endorsement 08/01/2003
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

In consideration of the additional premium stated below, you and we agree that the expiration date of the policy is amended as follows:

- A. Expiration Date: 01/01/2004**
- B. Premium For Policy Extension \$ 0**

Authorized Agent

SIGNATURES

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

BANKERS STANDARD FIRE AND MARINE COMPANY

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

BANKERS STANDARD INSURANCE COMPANY

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

ACE INDEMNITY INSURANCE COMPANY

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

ACE AMERICAN INSURANCE COMPANY

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

ACE PROPERTY AND CASUALTY INSURANCE COMPANY

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

INSURANCE COMPANY OF NORTH AMERICA

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484


PACIFIC EMPLOYERS INSURANCE COMPANY

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

ACE FIRE UNDERWRITERS INSURANCE COMPANY

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

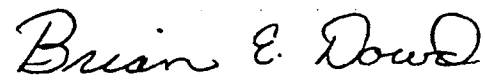

GEORGE D. MULLIGAN, Secretary


SUSAN RIVERA, President

WESTCHESTER FIRE INSURANCE COMPANY

1133 Avenue of the Americas, 32nd Floor, New York, NY 10036


GEORGE D. MULLIGAN, Secretary


BRIAN E. DOWD, President

Authorized Agent